

## Edson Minimum Retail Price (MRP) Policy

In order to protect the long-term interest of Edson, Edson Dealers, Edson Distributers, and Edson Customers, Edson has unilaterally adopted a Minimum Retail Price Policy for selected products. This policy is to ensure the preservation of the quality and value of Edson products, and to maintain the brand and reputation of these products in their market segments.

Although resellers remain free to establish their own prices, Edson will, without assuming any liability, cancel all orders and refuse to accept any new orders for a product for which a Retail Price is specified in the current Edson Retail Price List from any dealer or distributor for a period of six (6) months, immediately following Edson verification, to its satisfaction, that such dealer or their distributor, or any retailer or reseller that has purchased an Edson product from such dealer or distributor that has advertised, offered, or sold such Edson product at a net retail sales price less than the Retail Price established and announced by Edson. At the election of Edson, a second occurrence may result in the indefinite discontinuation of any further sales of Edson product to the dealer and distributor.

Any discounting of the Retail Price for an Edson product, including, without limitation, advertising, offering or providing coupons, gift cards. rebates, free accessories, bundling with additional products, or payment of sales tax for the customer - will be regarded as a violation of this MRP Policy if the net retail price for the Edson product is less than Retail Price after deducting the value of the coupon, rebate, gift card, accessory, bundled product or covered sales tax. The following will also be considered violations of this policy: (a) advertising any net price for an Edson product less than the Retail Price in connection with any advertisement of a trade-in offer for any other product; or (b) displaying in, or in association with, any advertisement for an Edson product any specific trade-in price or value for any trade-in of any other product.

This MRP Policy applies only to MRP Products, however, the Edson Minimum Advertised Price (MAP) Policy is still applicable to those products designated by Edson in our Dealer Price Catalog or the latest Marketing Memo.

Additional information regarding the MRP Policy may be issued by Edson from time to time in the form of MRP Policy Frequently Asked Questions. The latest version of such FAQ is available from Edson at dealers@edsonintl.com

Nothing in the policy shall constitute an agreement between Edson and any dealer or distributor on any subject including that the dealer or distributor will comply with this policy or will sell any product at or above any particular price.

Edson will unilaterally determine whether Edson products are being advertised, offered or sold at prices other than in compliance with the Edson Minimum Retail Price Policy.

## Minimum Advertised Price (MAP) Policy

Although resellers remain free to establish their own prices, Edson will, without assuming any liability, cancel all orders and refuse to accept any new orders for a product from any dealer or distributor for a period of six (6) months, immediately following Edson verification, to its satisfaction, that such dealer or their distributor, or any retailer or reseller that has purchased a product from such dealer or distributor that has advertised or offered such product at a net retail sales price less than the MAP established and announced by Edson. At the election of Edson, a second occurrence will result in the indefinite discontinuation of any further sales of such product to the dealer and/or distributor.

Any discounting of the MAP for a product, including, without limitation, advertising, offering or providing coupons, gift cards. rebates, free accessories, bundling with additional products, or payment of sales tax for the customer - will be regarded as a violation of this MRP Policy if the net retail price for the product is less than MAP after deducting the value of the coupon, rebate, gift card, accessory, bundled product or covered sales tax.

The following will also be considered violations of this policy: (a) advertising any net price for a product less than the MAP in connection with any advertisement of a trade-in offer for any other product; or (b) displaying in, or in association with, any advertisement for a product any specific trade-in price or value for any trade-in of any other product.

This MAP Policy applies to all Edson products.

## Internet Sales Policy

Dealers may not sell or offer for sale any current Edson product over the Internet or any interactive electronic network without prior written approval from Edson. Edson reserves the right in Edson's sole discretion to approve or disapprove of the sale or offering for sale by any dealer of Edson products over the Internet or any interactive electronic network. Dealers face possible removal of Authorized Dealer status for violating this policy.

## Internet Auctions and 3<sup>rd</sup> Party Site Policy

Dealer may not sell or offer for sale any current Edson product (excluding newly overhauled or used products) via any Internet auction website. Dealers may not sell or offer for sale any current Edson product on any third-party website. Current Edson products are defined as those which appear on Edson's Retail Price List. Any newly overhauled or used products sold via Internet auction must be identified as such in the auction item description. Dealer faces removal of Authorized Dealer status if violating this policy.

Products purchased through online auctions are not eligible for warranty coverage

This Minimum Retail Price (MRP) Policy and Minimum Advertised Price (MAP) are applicable in the USA & Canada.

If you choose, you may forward information about non-compliance with the MRP and MAP Policies to dealers@edsonintl.com.